









lien, and stoppage in transit would have been gone. They had constituted themselves his agents to receive, and did receive, or at all events attempt to, and they told him so. If on the faith of the defendants' attestation plaintiff had advanced money to the consignee, as was the case in *Stonard v. Dunkin* and others, 2 Comp., or had altered his position injuriously in reference to the Persian owner, after they had informed him that they held the opium to his account and credit, the defendants would not have been entitled apparently on the authorities to defend on the ground of *justitiam*. That is what was decided in *Stonard v. Dunkin*, as pointed out in *Biddle v. Bond*. But in *Biddle v. Bond* after referring to the doctrine of *Estoppel* Lord Blackburn said "But the bailee has no better title than the bailor, and consequently if a person entitled as against the bailor to the property claims it, the bailee has no defence against him. *Wilson v. Anderson* 450. The bailee of a chattel is, however, very awkwardly placed at times. If the real owner of the chattel bailed, although a stranger to the bailee, makes a claim, and the bailee notwithstanding his notice gives up the chattel to the bailor he will be liable in trover for conversion if it turn out that the stranger had the real title to the property. He, the bailee, on the other hand, may be sued by the bailor, on the ground that he is estopped from denying his title; hence the law allows him to interplead. He may however refuse to give up the goods to the bailor or the person to whom he has attorned, but only if he does so by the right, title, and authority of one in whom there is a better title, and not adversely to him. In *Biddle v. Bond* 6 B.S. 225 it appeared that Biddle seized goods of one Robbins under a distress and gave them to Bond to sell. Before sale Robbins claimed them as illegally seized. Bond refused to return the goods to Biddle, in virtue of Robbins' title and succeeded. He did so because he defended by Robbins' title and not adversely to him. There are several cases where it has been considered enough to deny the better title in the *tertius* without relying upon his authority. But the rule given in *Biddle v. Bond* is evidently the correct one for the real owner might have abandoned all claim, and the holder might thus keep goods to which he had no right whatever. In the present case I infer from the evidence that the property in the opium is that of Hadje Mahomed Jaffer and that the defendants have resisted the Claim and are defending the action by his right and title and by his authority and not adversely to him. The letter of the 29th July stated from whom the opium came, and the object of the consignment. The plaintiff replied that he had got it at against sugar orders. Again and again he refers to the opium being placed under his control against sugar to be purchased. The proceeds were to be applied to the purchase of such sugar. He says that he did not buy the sugar. His first letter to Sassoon and Company would show that as to five chests at all events his duty was purely that of an agent for he was to draw for balance between the opium proceeds, and draw, and 7800 Rupees, the cost of sugar to be purchased. There was some estimated price for the opium evidently, for he says the draft for difference between opium and sugar may be \$3471 more or less. The account to be expended on sugar was fixed, but the proceeds of the opium was not known. If the opium was his by purchase, why should this sum be left undetermined? The plaintiff in his evidence suggests a sale to his agent in Persia, who he "thinks gave a bill on him for the opium." He says however that "it was never presented for acceptance." When asked as to the consideration which he had given for the opium he answered that he had paid for certain bills to which he referred, drawn by Aratoun and Herapit on him. These however were paid for long before the opium was sent or the sugar ordered, and had nothing to do with the transaction. The transactions are explained in the correspondence which took place as to the chests, and they were all sent to Sassoon & Co. D. Sassoon & Co. of Bombay acted merely as agents for the parties in Persia, and conveyed instructions in their behalf both to the plaintiff and defendants. They all concurred in sending the instructions to Bombay to cancel the sugar orders. And no suggestion of purchase is made by plaintiff till very late in the day. The property in the opium never did pass absolutely. It would have passed sufficiently to give a good title to a bona fide purchaser for value, just as the property is goods obtained by fraud would—see *Attenborough v. London and Katherine Dock* L.R. 3 C.P. 450. It was placed however at the disposal and control of plaintiff for a specific purpose, and against orders to be executed but which were not executed. It was thus coupled with a trust, and any application of the proceeds for any other purpose would have been a breach of trust, and the funds or any purchase made by them as long as they could be followed, in the hands of plaintiff, were liable to be attached in favour of the *cestuique* trust. Taylor v. Plumer 3 M. & S. 562. Lewin on Trusts. Whether therefore there was a price placed upon the opium, or agreed upon, or that the plaintiff was merely an agent to realize and account, the proceeds of the opium were to go to buy sugars which have not been bought. If the property had passed, the cancellation which under the circumstances prevented a plaintiff's right was a right to the possession of the property as against the defendants on the ground of the *cestuique* by attornment, but as against the owner of the opium he had none unless he bought the sugar. His legal advisers have done their best for him, but his own evidence shows the inconsistency and injustice of his claim; and he must therefore fall however skillful the advocacy. Judgment for defendants with costs. Except costs incidental to this Bushire commission.

NO MAN KWAN, TAM LUI TAL. v. Plaintiff. His Lordship also gave judgment in this suit as follows: This is an action on a bond bearing date 1st Dec. 1887, by which the defendant bound himself in the sum of \$4800 to the plaintiff, subject to the condition that when defendant had paid \$2400 with interest at 8 per cent, the bond should be paid. The plaintiff alleges that defendant has only paid \$100 and one year's interest and claims \$2400 as principal and \$267.68 as interest. The defendant pleads that he was an infant when the bond was executed, and he denies that he paid interest for one year or any interest, or that he paid \$100 or any other sum. He denies that he obtained more than \$2000 and that, with the aid of his paid interest. He also expresses his readiness to return a promissory note for \$300, as he has got \$400 on it, from plaintiff. There is evidence of a deceased brother in the shape of an affidavit in suit 42, filed on 4th April, 1887, in which it was necessary to set out the ages of the members of Tam Achoy's sons, and the defendant is sworn to as having been born on the 14th Feb. 1864. (Another affidavit as to his age, put in by his own behalf recently, when a change of solicitors was asked, only gives no aid one way or another in determining the defendant's age. The witness, however, who don't agree, as to his age, although the evidence of both would make him under age when he signed the bond. I am of opinion that Tam Lui Tal was over 21 years when he signed the bond. The brother's evidence was given in the course of a legal proceeding ten years ago, and there could be no object in giving a false age. Now the evidence given under investigation by the defendant must be received with suspicion.

On the question of fact as to the amount of money advanced, whilst feeling the force of much that was urged upon me as to the rate of interest being so low, and no other gain to be obtained, and the youth of the defendant, who was an expectant heir, nevertheless I am satisfied that the balance of testimony is in favour of the plaintiff, and that the defendant actually got the money which the plaintiff says he did, although he now denies it. There are suspicious circumstances as pointed out about the evidence as to the money being in hand from certain property: the drawing of the promissory note and the witnesses to it and the bond, but that the money was paid I am satisfied. The defendant must pay, in addition to what he has already paid into Court, a sum that makes up the amount to \$267.68, together with interest at 8 per cent, from the date to which it was last calculated. The defendant will also give up the promissory note which, however, he has offered to do. Judgment with costs.

The Attorney-General (Hon. E.L. O'Malley) instructed by Mr. Wotton, appeared for the plaintiff, and Mr. Francis, Q.C., instructed by Mr. Caldwell, for the defendant.

#### TRAINING NOTES.

A very heavy dew fell during Wednesday night and in consequence the race-course yesterday morning, especially from 6 to 7 o'clock, was anything but conducive to fast times. Galloping was again the order of the day and some interesting trials took place. Defence galloped by himself, alone, covering a mile at an easy pace in 36, 1 1/4, 1 1/4, and 2 1/4—the last quarter in 31 1/2 seconds, without once having his head loose. It is a pity that this grand mover should be under suspicion of unsoundness, and there is only too much reason to fear that a fast gallop on a hard course will quickly find out a weak spot in the enlarged neck tendon, which is plainly visible in his past foreleg. Honesty went steadily by himself, but only for a short distance, and Orlando was confined to trotting exercise. Dot, Strawberry Jam, and Exeter were sent a mile and a half at their best pace—why Subscription griffins should be spun out so far beyond their distance I don't pretend to know, but possibly this is one of the secrets of successful training of which I am in blissful ignorance. However, Dot ran for a mile like the game little race-horse that he undoubtedly is, and then tired to nothing, as was only to be reasonably expected, and was beaten very easily by Exeter. Mr. Sykes' griffin tailed off five furlongs from home. The times were—34, 67, 1 1/4, 2 1/4, 2 1/4, and for Exeter 3 1/4 and Dot 3 3/4.

Gridiron (Mr. Hutchings up) accompanied by a pony that I took for the Hankow racer Daphne, encompassed a mile and a half in a shade over 3 1/4, the winner of the Anny Champions being driven hard the last six furlongs, and having the best of the finish. For a mile and a quarter Bandman, Challenger, and Fleet Foot went together; the old pony having all his work cut out to hold his own with the griffins, although the times—35, 1 1/4, 1 1/4, 2 1/4 and 2 1/4—were not particularly fast. After passing the post Challenger and Fleet Foot raced away together to the Black Rock, and although it may be rank heresy to say it, I am bound to record my opinion that the grey seemed to go much the stronger of the pair at the finish. Valour, Vigour and Victory "powed" together for a mile, covering the distance in 2 1/4, 2 1/4, 2 1/4, ridden by the Toad, after cantering a quarter of a mile, was sent the Valley Stakes distance in 35, 1 1/4, and 1 1/4, a performance that stamps this despatch runner as entirely useless for all practical purposes. Send him to Canton, John, as a war-horse for the "boss" mandarin, and you will save the Co. much vexation and further training expenses.

There was quite a little race between five Subscription griffins from Mr. Grammont's select academy, namely—Soll, Haben, Lord Chancellor, Talisman, and Perimmon, this quintette being sent over the German Cup course at high pressure. Talisman (Mr. Machado) and Haben (Jim) showed the way for the first six furlongs, but in front of Soll (owner up), with the other pair unable to live the pace and struggling on in the rear. At the Black Rock Haben drew away from the chestnut, but was challenged by Soll at the quarter mile post, Lord Chancellor also showing prominently half-way down. After a good race Haben beat Soll by about three lengths, with Lord Chancellor a good third and Talisman and Perimmon close up. Times, 34, 68, 1 1/4, 2 1/4, and 2 1/4. Over the same distance Goss Away had the best of Quadruped in 35, 68, 1 1/4, 2 1/4, and 2 1/4. Leap Year, after going over a mile by himself in very bad style, strongly suggesting that last year's Derby winner had "stiffened up", was joined by Grey Goose, and, warming to his work, galloped another round of the course with great freedom, finishing full of running and any number of lengths in front of the griffin.

Vetitan (Mr. Hart-Buck) up somewhat easily disposed of Vanquisher and Vespasian in a mile split (time 30 min. 21 sec), and finished like a genuine race-pony. Maloja, ridden by Mr. Ruegg, galloped the half-mile course in 61 seconds, and on this four must take a lot of beating for the Wong-nai-chong Stakes, Wisacree (Mr. Hutchings), Aneroid (Mr. Von Tanne), and Silken Mead (Toad) started to "pow" the German Cup distance, but something evidently happened in the vicinity of the Black Rock to cause a change in the original plans, for at that point there was a general "letting-go" of anchors and the trio subsided into a canter until within a hundred and fifty yards of the Judge's box, whence they raced home. I suppose the pack-master thought they were going too fast, and fell into the common error of rushing into the opposite extreme, at the same time clearly showing his hand. The times for this affair were—33, 66, 1 1/4, 2 1/4, and 2 1/4. These figures, from the six furlongs record, speak volumes.

Rowy Morn had considerably the best of Glencairn in a mile and a quarter gallop, the bird-faced chestnut running a bit sluggishly but finishing in good form—times 34, 69, 1 1/4, 2 1/4, and 2 1/4. Over the same distance Buzbydy, Bypass, and Scapegrace made six furlongs in 1 1/4, 2 1/4, and 2 1/4, and the mile and a quarter in 2 1/4, 2 1/4, and 2 1/4. Paoclet and Vendetta covered a mile and a quarter in 2 1/4, 2 1/4, and 2 1/4. Melapi and White Pasha were rattled along over the Derby course, and made a very poor show, their second best clock reading 3 1/4 for the full distance last mile 36, 1 1/4, 1 1/4, and 2 1/4.

Vanguard, Viking, Value, Valiant, and Vis Intrepid, were sent together for a mile, the first named having the best of the spin—times 34, 69, 1 1/4, 2 1/4, and 2 1/4. For a mile and three quarters Scaletta, owner up, galloped 4 min. 10 sec, last mile and a half 2 1/4, Mac Methven and McDuff "powed" the German Cup course in 34, 69, 1 1/4, 2 1/4, and 2 1/4, the old brown hack easily beating the two "subs" at the finish.

between Arabic, Fisherman, and Joker over a mile and a half, the first named (Mr. Sampson), made all the running and won cleverly from the cicam (Mr. Machado), with Fisherman (Mr. Pond) beaten several lengths—winner's record, 1.10, 1.45, 2.21, 2.58 and 3.30—a very good performance indeed under the circumstances. Lochinvar (Mr. Mclean up), went a mile and a half in 3 1/4, and pulled up sound. Mr. Sassoon toolled So-deka over the mile course in 2.27, last half 37 1/2 and 1.14.

Precursor ("Horse" up) galloped a mile and a half in 3.25—last mile 34, 68, 1.42 and 2.15. Forerunner, with the same skilled veteran in the saddle, covered a mile and a quarter in 33, 65, 1.39, 2.13, and 2.48, going throughout in grand form. Over the Derby course, the griffin Harbor finished strongly in 3.29. In a mile "pow" Pathan easily settled Imperieuse in the last quarter, Biloochee being beaten off-times, 33, 67, 1.44 and 2.21. Nothing else of special interest came under my observation.

AN OLD SPORTSMAN.  
Hongkong, 8th February, 1889.

CHILDREN starving to death on account of their inability to digest food will find a most marvellous food and remedy, in Scott's Emulsion of Pure Cod Liver Oil with Hypophosphites. Very palatable and easily digested. Read the following testimonial:—"I have prescribed 'Scott's Emulsion' in cases of children suffering from wasting and mal-nutrition and can report most favourably of its good effect; it has been in each case taken most readily."—W. PERKINS, M.R.C.S., Medical Superintendent, Butleigh Hospital, Any. Chemist can supply it.—A. S. Watson & Co. (Limited), agents in Hongkong and China.—*Advt.*

Today's  
Advertisements.

THE CHINA AND MANILA STEAMSHIP COMPANY, LIMITED.

FOR MANILA (DIRECT).

THE Company's Steamship

"ZAFIRO,"

Captain McCaslin, will be despatched for the above Port, on MONDAY, the 1st instant, at 4 P.M.

For Freight or Passage, apply to

RUSSELL & Co.,  
General Managers.

Hongkong, 8th February, 1889.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE ORDINARY YEARLY MEETING OF SHAREHOLDERS will be held in the

Offices of the Company, No. 14, Praya Central, on MONDAY, the 25th instant, at 3 P.M., for the purpose of receiving the Report of the Directors and Statement of Accounts to 31st December, 1888.

The TRANSFER BOOKS of the Company will be CLOSED from the 11th to the 25th instant, both days inclusive.

By Order of the Board of Directors,  
D. GILLIES,  
Secretary.

Hongkong, 8th February, 1889.

TO LET.

SECOND FLOOR OF HOUSE No. 64,  
Queen's Road Central.

Possession from 1st April next.

Apply to  
LAI HING & Co.,  
No. 153, Queen's Road Central.

Hongkong, 8th February, 1889.

Masonic.

ZETLAND LODGE,

No. 425.

AN EMERGENCY MEETING of the above

LODGE will be held in FREEMASONS' HALL, Zealand Street, on MONDAY NEXT, the 19th February, at 5.30 P.M. precisely. Visiting Brethren are cordially invited.

Hongkong, 7th February, 1889.

ST. JOHN LODGE

OF HONGKONG,  
No. 618, S.C.

A REGULAR MEETING of the above

named Lodge will be held in FREEMASONS' HALL, Zealand Street, on TUESDAY, the 12th instant, at 8.30 P.M. precisely. Visiting Brethren are cordially invited.

Hongkong, 6th February, 1889.

For Sale.

NOW READY.

THE HONGKONG DIRECTORY AND

HONG LIST FOR THE YEAR 1889.

THIS Valuable Work, with many NEW

ADDITIONS AND IMPROVEMENTS, IS NOW READY.

PRICE THREE DOLLARS.

Offers for Copies of THE "HONGKONG DIRECTORY" may be sent to the following Agents:

HONGKONG.—Mr. W. Brewer.

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—Man Yit Tong, Hollywood Road.

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AMOI.—Mr. N. M. Mollie.

FORMOSA.—Messrs. Ho & Co.

SHANGHAI.—Messrs. Kelly & Walsh, Limited.

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PARIS AND LONDON.—Messrs. Amodeo Prince & Co.

THE HONGKONG TELEGRAPH Office,  
Pedder's Hill, Hongkong.

17th January, 1889.

#### Amusements.

ST. ANDREW'S HALL,  
CITY HALL, HONGKONG.

TO-MORROW,  
the 9th February, 1889, at 9 P.M.

Under the Patronage of  
HIS EXCELLENCY THE GOVERNOR.

A CONCERT,  
will be given by  
MADAME KORFF

and  
MDLLE. MAILLARD.

PROGRAMME:  
1.—Sonata, Op. 22.....SCHUMANN.  
MME. KORFF.

2.—Rec. and Romance.....ROSSINI.  
MDLLE. MAILLARD.

3.—Capriccio.....MULLER.  
MME. KORFF.

4.—Vous lui direz.....RUPES.  
MDLLE. MAILLARD.

5.—Rhapsodie Hongroise.....LISZT.  
MME. KORFF.

INTERVAL.

1.—Ballade.....CHOPIN.  
MME. KORFF.

2.—Air.....MAILLARD.  
MDLLE. MAILLARD.

3.—Romance.....KULLAK.  
MDLLE. MAILLARD.

4.—Parole.....BRAHMS.  
MDLLE. MAILLARD.

5.—Liebeslied.....LISZT.  
MME. KORFF.

PRICE OF ADMISSION.....\$2.00

Tickets may be had at Messrs. LANE,  
CRAWFORD & Co.

Hongkong, 7th February, 1889.

Consignees.

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

NOTICE TO CONSIGNEES.

FROM GLASGOW, LIVERPOOL AND SINGAPORE.

THE Company's Steamship "OANFA"

having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed at their risk, into the Godowns, of the Hongkong and Kowloon Wharf and Godown Company, Kowloon, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all claims must be sent in to the Office of the Undersigned before NOON, on the 9th inst., or they will not be recognized.

All broken, chafed, and damaged goods are to be left in the Godowns where they will be examined on the 9th instant, at 4 P.M.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 9th inst., will be subject to rent.

Optional Cargo will be forwarded unless notice to the contrary be given before 4 A.M. TO-DAY.

Bills of Lading will be countersigned by ARNHOLD, KARBURG & Co., Agents.

Hongkong, 4th February, 1889.

Intimations.

HONGKONG RIFLE ASSOCIATION.

WEEKLY SPOON COMPETITION.

500 Yards. Shots. Entrance Fee to Cents payable on the ground, next SATURDAY, the 9th February, 4 O'CLOCK. Cash prizes, one shot extra. On THURSDAY AFTER-NOONS the Range is reserved for Practice at 800 and 900 Yards.

A. SHELTON HOOPER,  
Hon. Secretary.

Hongkong, 4th February, 1889.

NOTICE TO COMPRADORES.

TENDERS will be received, up to the 25th

February instant, for the SUPPLY of the PROVISIONS required for the use of the SALOON ROOMS. The Contract to be let 1st March, 1889 to 28th February, 1890.

Address: Superintendent, Stationer's Home, from whom further Particulars may be obtained.

Hongkong, 7th February, 1889.

ORIENTAL BANK CORPORATION IN LIQUIDATION.

NOTICE TO CREDITORS.

PAYMENT OF 6TH DIVIDEND.

A 6TH DIVIDEND, of 6 1/2% on all claims against the Hongkong Branch of the ORIENTAL BANK CORPORATION, which have been approved by the Court of Chancery will be paid at the Office of the NEW ORIENTAL BANK CORPORATION, LIMITED, on and after MONDAY, the 17th March next.

Creditors are requested to apply to the Bank for their Dividends and to produce the letter they hold from the Official Liquidator admitting their claims in order that the payment of the 6th Dividend may be endorsed thereon.

PAYMENT OF FINAL DIVIDEND IN ADVANCE UNDER DISCOUNT.

THE Official Liquidator, by arrangement with the Asset Realization Co., is prepared to pay in advance to Creditors willing to receive such payment, IN FULL DISCHARGE OF THEIR CLAIMS, the Dividend of 5 1/2% payable in the year 1890, UNDER A DISCOUNT OF FIVE TWENTHS PER CENT.

Creditors who are willing to accept payment of the Final Dividend, less discount as above are requested to communicate with the Undersigned BEFORE THE END OF THE CURRENT MONTH.

E. W. RUTTER,  
Agent for the Official Liquidator.

ORIENTAL BANK CORPORATION, in Liquidation,  
2, Queen's Road,  
Hongkong, 6th February, 1889.

THE SONGEI KOVAH PLANTING CO., LIMITED.

THE STATUTORY GENERAL MEETING

of this Company will be held at the HONGKONG HOTEL on TUESDAY, the 19th instant, at 12.30 P.M.

GIBB LIVINGSTON & CO.,  
General Managers.

Hongkong, 4th February, 1889.

#### Intimations.

HONGKONG, CANTON AND MACAO STEAMBOAT COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND at the Rate of 7 per cent. and Bonus of 1 per cent. or \$1.60 per Share, declared at the Ordinary Half-Yearly Meeting of Shareholders held This Day will be payable at the HONGKONG AND SHANGHAI BANKING CORPORATION on and after MONDAY, the 4th instant.

Shareholders are requested to apply at the Office of the Company for Warrants.

By Order of the Board of Directors,  
T. ARNOLD,  
Secretary.

Hongkong, 2nd February, 1889.

CHINA SUGAR REFINING COMPANY, LIMITED.

NOTICE.

THE ELEVENTH ORDINARY ANNUAL MEETING OF SHAREHOLDERS in the above Company will be held at the Offices of the General Agents, Peddar Street, on MONDAY, the 18th of February, at NOON, for the purpose of receiving a Report from the General Agents, with a Statement of Accounts, to the 31st of December, 1888.

The TRANSFER BOOKS of the Company, will be CLOSED from 5th to the 18th of February, both days inclusive.

JARDINE, MATHESON & Co.,  
General Agents.

Hongkong, 2nd February, 1889.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE TWENTIETH ORDINARY MEETING OF SHAREHOLDERS in the Company will be held at the Company's Office, No. 5, Queen's Road Victoria, at THREE O'CLOCK in the AFTERNOON, of TUESDAY, the 19th February, 1889, for the purpose of receiving a Statement of Accounts, and the Report of the Directors for the year ending 31st December, 1888.

The TRANSFER BOOKS of the Company will be CLOSED from the 6th Proximo to the 19th Proximo, both days inclusive.



